

# ***EXHIBIT 2***



**THEIA GROUP, INCORPORATED**

1455 PENNSYLVANIA AVE SUITE 800  
WASHINGTON DC 20004  
202-289-8800

January 4, 2021

Aithre Capital Partners LLC  
c/o Bulltick Financial Advisory Services, LLC  
333 SE 2nd Avenue, Ste. 3950  
Miami, FL 33131  
Email: legal@bulltick.com

**Re: Aithre Capital Partners LLC Purchase of Secured Convertible Notes**

Ladies and Gentlemen:

I am the Counsel of Theia Group Incorporated, a Delaware corporation (the "Issuer") and Theia Holdings A, Inc., a Delaware corporation and an indirect, wholly owned subsidiary of the Issuer (the "Guarantor", and together with the Issuer, the "Theia Parties"). I have acted as counsel to the Theia Parties, in connection with their execution and delivery of the Secured Note Purchase Agreement, the Secured Convertible Promissory Note and the Guarantee and Collateral Agreement, dated as of the date hereof (the "Agreements"), by and among the Theia Parties and Aithre Capital Partners LLC (the "Purchaser" or "you") and the related agreements and transactions. In the foregoing capacity, I have examined the Agreements. This opinion letter is being furnished to the Purchaser as a condition to the Purchaser's execution and delivery of the Agreements.

I have also examined and relied upon such other records, documents, certificates and other instruments that we have deemed necessary or appropriate to enable me to render the opinions expressed below. In rendering the opinions expressed below, I have assumed the due authorization, execution and delivery of all documents by the parties thereto, other than as to the due authorization, execution and delivery thereof by the Theia Parties, and the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to authentic, original documents of all documents submitted to me as certified, conformed or photostatic copies, and the authenticity of the originals of such copies. In addition, in making our examination of documents executed by parties other than the Theia Parties, we have relied upon the representations of such parties in such documents.

Where I have not independently established or verified facts material to the opinions hereinafter expressed, I have relied upon oral or written statements, certificates, opinions and representations of officers and other representatives of the Theia Parties and others.

Capitalized terms used in this letter, which are not otherwise defined in this letter, shall have the respective meanings assigned to them in the Agreements.

On the basis of and subject to the foregoing, and in reliance thereon, and subject to the limitations, assumptions, qualifications and exceptions set forth herein, I am of the opinion that:



1. Each of the Theia Parties has all requisite corporate power to carry on its business as now conducted, except where the failure to have such power would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.
2. There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to my knowledge, threatened against or affecting any Company (a) as to which there would reasonably be expected to be an adverse determination and that, if adversely determined, would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (b) that involve the Agreements or the transactions contemplated thereby.
3. The execution, delivery, and performance by the Theia Parties of the Agreements to which they are party do not and will not (i) violate any provision of federal, state, or local law or regulation applicable to the Theia Parties or their governing documents, (ii) violate any written agreements, contracts, indentures, licenses or other documents known to me to which each of the Theia Parties is party or by which each of the Theia Parties is bound or to which its properties or assets are subject, or (iii) require any approval of a third party or the shareholders of the Theia Parties, other than consents or approvals that have been or, by the Closing Date will be, obtained and that are still in force and effect.

No opinion is expressed as to the applicability of, the compliance with, or the effect of failing to comply with (1) any United States federal, state or local antitrust, environmental or securities statutes, laws, rules or regulations, including, without limitation, laws and regulations relating to margin credit; and (2) any tax laws.

I am a member of the Bar of the Commonwealth of Pennsylvania, and do not hold myself out as being conversant with the laws of any jurisdiction other than the federal laws of the United States of America and the laws of the Commonwealth of Pennsylvania. To the extent the opinions expressed herein involve consideration of the laws of the State of Delaware, I draw your attention to the fact that I am not admitted to the Bar of the State of Delaware, that I am not an expert in the laws of such jurisdiction, and that any such opinions are based solely on my review of the Delaware General Corporation Law and not on any legislative history or judicial decisions or any rules, regulations, guidelines, releases or interpretations concerning such laws. I express no opinion as to, or as to the effect or applicability of, the laws of any other jurisdiction.

The opinions herein are expressed as of the date hereof and I assume no obligation to update, revise or supplement this letter, nor to communicate further with or advise the Purchaser with respect to any matter covered in this letter, to reflect any change, development, occurrence, condition or circumstance, which may hereafter come to my attention with respect to the opinions and statements set forth above, including any changes in applicable law, which may hereafter occur. The opinions expressed herein are limited to the matters stated herein, and no opinion is to be implied or may be inferred beyond the matters expressly stated. The opinions and views expressed in this letter are given solely in my capacity as counsel to the Theia Parties and their respective affiliates and not in my personal capacity and are given without any personal liability on my part.

This letter is being delivered solely for the benefit of the Purchaser and may not, other than with respect to permitted successors and assigns of the Purchaser, be used or relied on in any manner for any other purpose or by any other person, or transmitted to any other person, circulated, quoted or otherwise referred to for any other purpose, in any event without my express prior written consent, except that copies of this opinion letter may be provided to any governmental agency or authority having supervisory authority or jurisdiction over you, and may be disclosed pursuant to legal process, as may be required by law, and to any rating agency providing a rating of the



Secured Convertible Promissory Note, it being understood that any disclosure pursuant to this sentence does not authorize any governmental agency, rating agency, authority, or any other person to whom this letter may be so disclosed to rely hereon or further distribute this opinion letter.

Very truly yours,

A handwritten signature in blue ink that reads "James Hickey". The signature is written over a horizontal line.

Name: James Hickey  
Counsel